

HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: Intergovernmental Agreement for Animal Control Services for the City of Demorest

DATE: February 9, 2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: February 19, 2024

PURPOSE:

To request Commission approval of an updated Intergovernmental Agreement for Animal Care and Control Services between the City of Demorest and Habersham County.

BACKGROUND / HISTORY:

The current IGA's methodology has not been reviewed in many years. We have updated the methodology to reflect a more defensible way to charge the cities for animal control. In summary, we are taking into consideration the amount of revenue we bring in from each city's tax digest for animal control and comparing this to the cost of the service for animal control for each city. In six of the seven cities this has resulted in a decrease in the charge for animal control. The City of Alto is the only City that is paying slightly more but it is a negligible increase.

FACTS AND ISSUES:

- a) Attached is the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Demorest and Habersham County.
 - b) This agreement provides full service for enforcement and shelter services.
 - c) The proposed cost varies for each City. This fee is based on the annual total cost for providing Animal Control Services and netting those costs with the amount of revenue generated by each municipality's Tax Digest to get their share of the proportional cost based upon their population,
 - d) Costs will be recalculated each year in July after the Tax Digests are approved and an invoice will be sent to each one in August of each year.
 - e) One of the provisions in the agreement states that each City or Town Council must also approve the ordinance used by Habersham County to enforce animal control policies and regulations.
 - f) Agreements will automatically renew on July 1st of each year unless Habersham County has been provided 60-day notice of Termination.
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OPTIONS:

- 1) Approve Intergovernmental Agreement for Animal Care and Control Services between Habersham County and the City of Demorest.
 - 2) Deny the Intergovernmental Agreement for Animal Care and Control Services between Habersham County and the City of Demorest.
 - 3) Commission-defined alternative.
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RECOMMENDED SAMPLE MOTION: “Motion to approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Demorest and Habersham County.”

DEPARTMENT:

Prepared by: Tim Sims

Director _____

**ADMINISTRATIVE
COMMENTS:** _____

_____ **DATE:** _____

County Manager

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF DEMOREST, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Demorest through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Demorest has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the City of Demorest; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.
- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall pay to County the sum of \$13,327.16 reflecting the net value of actual cost less tax digest contribution from the 2023 Tax Digest. Said sum shall be recalculated annually as of June 30 and billed by County to City by August 31 of each year and shall be due and payable by City no later than September 30 each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Demorest City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the 1st day of July, 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Demorest, Georgia on the ⁶ day of ~~July~~ ^{February 2024} 2023 and executed this ⁶ day of ~~July~~ ^{February 2024} 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.



**CITY COUNCIL OF
DEMOREST, GEORGIA**

By: _____
Jerry Harkness, Mayor

Attest: _____
Megan Chastain, City Clerk